

28. Approve Amendment #1 to M-342-02/BJC and waive the Procurement Code for the additional scope of services – Miscellaneous Improvements for Water Treatment Plants and Wastewater Treatment Plants – Phase II, with Wharton-Smith, Lake Monroe (\$95,000.00).

M-342-02/BJC provides for miscellaneous improvements for Seminole County Water Treatment Plants and Wastewater Treatment Facilities – Phase II. Amendment #1 will provide for the expansion of the security management control system provided under the agreement to control the ingress and egress of authorized County personnel and public at the County Services Building, five (5) libraries and the Administrative Services Building including the Wellness Center. The proposed access system will utilize existing County owned hardware and communications infrastructure. The tasks included in the amendment will include retrofitting existing door and latch hardware for electronic access and installing card readers. The proposed system will also utilize existing County fiber optic communication infrastructure to connect the sub locations. Administration of ID cards, access level determination and assignment must be able to be managed and monitored from authorized terminals over the County's existing network. The current scope of services will be modified to include, but not limited to the following:

- Determine operational requirements and plan a system to implement them;
- Provide installation schedule and estimated date of final completion to Seminole County;
- Install and configure, where necessary, the access control administration software and an access control administrative workstation;
- Install and integrate access control, alarm monitoring and related security hardware;
- Install emergency power backup system/UPS;
- Enter security system database;
- Test security system communication and operation; and
- Train personnel on proper system operation.

The following is a summary of the cost of the contract:

Original Contract Sum	\$1,700,000.00
Add Amendment #1	<u>95,000.00</u>
Revised Contract Sum	\$1,795,000.00

Funds are available in account number 010530-56062000 (Support Services, Buildings) CIP #DM10055X. Administrative Services, Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project, waive the procurement process and authorize the Chairman to execute the Amendment as approved and prepared by the County Attorney's Office.



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Tammy Cummings, Contracts Analyst, Purchasing Division

From: Ann E. Colby, County Attorney
Ext. 7254

Date: February 26, 2003

Subject: First Amendment To Agreement For Miscellaneous Improvements
For Water Treatment Plants And Wastewater Treatment Plants –
Phase II (M-342-02/BJC)
Wharton Smith, Inc.

Per your recent request, please find attached the above referenced Amendment to Agreement.

I note that the Scope of Services attached to this Amendment contains services substantially different than the original Scope of Services under the Agreement, performed in buildings other than water and wastewater treatment plants.

Strict compliance with the Seminole County Code would require bidding of these services as a separate contract or, in the alternative, treating the matter as either an emergency procurement, or a sole source procurement under a separate agreement. Should you wish to proceed with this First Amendment as requested, the Board of County Commissioners should include in their action a waiver of the County Purchasing Code for this instance.

Please call with questions.

AC/lpk

Attachment:
Amendment to Agreement

**FIRST AMENDMENT TO AGREEMENT FOR MISCELLANEOUS IMPROVEMENTS FOR WATER
TREATMENT PLANTS AND WASTEWATER TREATMENT PLANTS - PHASE II
(M-342-02/BJC)**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 26th day of November, 2002 between **WEARTON SMITH, INC.**, whose mailing address is Post Office Box 471028, Lake Monroe, Florida 32747, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on November 26, 2002, for miscellaneous improvements to water treatment plants and wastewater treatment plants; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 20 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 4 of the Agreement is amended to read:

SECTION 4. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the services called for under this Agreement a not to exceed sum of ONE MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,795,000.00). CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated amount

stated above for its services. The CONTRACTOR shall be paid for services rendered pursuant to this Agreement as stated in Exhibit "B" Rate Scheduled, attached hereto.

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on percentage of total required services actually performed and completed and labor and materials expended. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR ninety percent (90%) of the approved amount and retain the remaining ten percent (10%) until completion of all remaining work required by the Scope of Services. If COUNTY determines that all work is substantially complete or that work by subcontractors is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its discretion, release the retainage or portions of the retainage for all work or the specific retainage of individual subcontractors.

2. Exhibit "A" of the Agreement is amended by the addition of Exhibit "A" attached hereto.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

WHARTON SMITH, INC.

By: _____
GEORGE E. SMITH, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AC/lpk
2/25/03
lam-m-342

Attachment:
Exhibit "A" - Scope of Services

Purpose and objective

Expand the Security Management Control System (SMCS) provided under M-342-02/BJC to control the ingress and egress of authorized County personnel and public at the County Services Building, five (5) libraries and the Administrative Services Building (and Wellness Center.) The location of County facilities and site-specific information is provided as Attachment "A".

General Description

The proposed access system shall utilize existing County owned hardware and communications infrastructure.

This task may include retrofitting existing door and latch hardware for electronic access and installing card readers. All permitting and associated fees are the responsibility of the contractor and must be done through the Seminole County Building Department.

It is anticipated that some of the work will need to be completed after hours or on the weekend.

The County has a fiber network that connects its primary locations. The system should use existing County fiber optic communication infrastructure to connect the sub-locations. Administration of ID cards, access level determination and assignment must be able to be managed and monitored from authorized terminals over the County's existing network.

Description of Work

Expansion of the SMCS and bringing the expanded items to operational status should include, but is not limited to, the following major steps:

- Determine operational requirements and plan a system to implement them.
- Provide installation schedule and estimated date of final completion to Seminole County.
- Install and configure, where necessary, the access control administration software and an access control administrative workstation.
- Install and integrate access control, alarm monitoring and related security hardware.
- Install emergency power backup system/UPS.
- Enter security system database.
- Test security system communication and operation.
- Train personnel on proper system operation.

Submittals

All submittals should be provided in both paper and electronic/digital format (e.g. CAD, PDF, etc.).

A. Schematics

Provide complete schematics which include the following:

- Indicate all system device locations on architectural floor plans. No other system(s) shall be included on these plans.
- Include full schematic wiring information on these drawings for all devices. Wiring information shall include cable type, conductor routings, quantities, and connection details at devices.
- Include a complete access control system one-line, block diagram.
- Include a statement of the system sequence of operation.

B. Product Information

Provide complete product data that includes the following:

- Manufacturer's data for all material and equipment, including terminal devices, local processors, computer equipment, access cards, and any other equipment provided as part of the SMCS expansion.

A system description, including analysis and calculations used in sizing equipment required by the SMCS. Description to show how the equipment will operate as a system to meet the performance requirements of the SMCS. The following information shall be supplied as a minimum:

- Description of site equipment and its configuration
- Protocol description
- Backup/archive system size and configuration
- Start up operations
- System expansion capability and method of implementation
- System power requirements and UPS sizing
- A description of the operating system and application software.

C. Manuals

Final copies of the manuals shall be delivered at completion and acceptance of installation of the system. Each manual's contents shall be identified on the cover. The manual shall include names, addresses, and telephone numbers of each security system integrator installing equipment and systems and the nearest service representatives for each item of equipment for each system. The manuals shall have a table of contents and labeled sections. The final copies delivered after completion of the installation test shall include all modifications made during installation, checkout, and acceptance. The manuals shall contain the following:

1. *Functional Design Manual*

The functional design manual shall identify the operational requirements for the system and explain the theory of operation, design philosophy, and specific functions. A description of hardware and software functions, interfaces, and requirements shall be included for all system operating modes.

2. *Hardware Manual*

The manual shall describe all equipment furnished including:

- General description and specifications
- Installation and check out procedures
- Equipment layout and electrical schematics to the component level
- System layout drawings and schematics

- Alignment and calibration procedures
 - Manufacturers repair parts list indicating sources of supply
3. *Software Manual*
The software manual shall describe the functions of all software and shall include all other information necessary to enable proper loading, testing, and operation. The manual shall include:
- Definition of terms and functions
 - Use of system and applications software
 - Initialization, start up, and shut down
 - Alarm reports
 - Reports generation
4. *Operators Manual*
The operators manual shall fully explain all procedures and instructions for the operation of the system including:
- Computers and peripherals
 - System start up and shut down procedures
 - Use of system, command, and applications software
 - Recovery and restart procedures
 - Graphic alarm presentation
 - Use of report generator and generation of reports
 - Data entry
 - Operator commands
 - Alarm messages and reprinting formats
 - System access requirements
5. *Maintenance Manual*
The maintenance manual shall include descriptions of maintenance for all equipment including inspection, periodic preventive maintenance, fault diagnosis, and repair or replacement of defective components.

D. Final Schematics

Due upon project completion. Copies of the final schematics shall be provided to the end user using the latest version of AutoCAD.

Warranty, Maintenance and Service

A. Warranty

The SMCS shall be warranted by the contractor for two (2) years from the date of final system acceptance.

B. Maintenance and Service

The contractor shall provide all services required and equipment necessary to maintain the entire SMCS in an operational state as specified for a period of two (2) years after formal written acceptance of the system, and shall provide all necessary material required for performing scheduled adjustments or other nonscheduled work.

There shall be a local representative and factory authorized local service organization that shall carry a complete stock of parts and provide maintenance for these systems. Local shall be defined as an area in a 50 mile radius of installed location.

C. Description of Work

The adjustment and repair of SMCS includes computer equipment, all software updates and upgrades, signal transmission equipment, access control equipment, facility interfaces, and support equipment. Responsibility shall be limited to contractor installed equipment. Provide the manufacturers required adjustments and other work as necessary.

D. Personnel

Service personnel shall be qualified to accomplish all work promptly and satisfactorily. Provide proof that Service personnel have successfully completed the appropriate level of both hardware and software training offered by the system manufacturer. The owner shall be advised in writing of the name of the designated service representative and of any change in personnel.

E. Inspections

The contractor shall perform two inspections at six (6) month intervals or more often if required by the manufacturers. This work shall be performed during regular working hours, Monday through Friday, excluding Federal holidays. These inspections shall include:

- Visual checks and operational tests of the central processor, local processors, monitors, keyboards, system printers, peripheral equipment, SMCS equipment, power supplies, and electrical and mechanical controls.
- Clean system equipment, including interior and exterior surfaces.
- Perform diagnostics on all equipment.
- Check and calibrate each SMCS device.
- Run system software and correct diagnosed problems.
- Resolve previous outstanding problems.

F. Emergency Service

The owner shall initiate service calls when the SMCS is not functioning properly. Qualified personnel shall be available to provide service to the complete SMCS. The owner shall be furnished with the telephone number where the contractor's service supervisor can be reached at all times. Service personnel shall be at the site within four (4) hours after receiving a request for service. The SMCS shall be restored to proper operating condition after one (1) calendar day from notice or contractor shall provide alternative means for continuously securing affected facilities until such time as the system is restored to proper operating condition.

G. Software

The contractor shall provide free software updates and upgrades for five (5) years and verify operation in the system as required. These updates shall be accomplished in a timely manner, fully coordinated with the SMCS operators, and shall be incorporated into the operations and maintenance manuals and software documentation.

H. Extended Warranty Service

The contract shall provide a proposal for extended warranty service and maintenance costs after the initial warranty period.

Attachment "A"

County Locations

County Services Building
1101 E. First Street
Sanford, FL 32771

Northwest Branch Library
580 Greenway Boulevard
Lake Mary, FL 32746

West Branch Library
245 Hunt Club Boulevard
Longwood, FL 32779

Central Branch Library
215 North Oxford Road
Casselberry, FL 32707

North Branch Library
150 North Palmetto Avenue
Sanford, FL 32771

East Branch Library
310 Division Street
Oviedo, FL 32765

Administrative Services Building (and Wellness Center)
200 West County Home Road
Sanford, FL 32773-6179

Facilities Maintenance*
205 West County Home Road
Sanford, FL 32773

Location Specifics

The Wellness Center at the Administrative Services Building has an existing barcode swipe reader that will need to be removed and replaced with a Smart Access reader/writer with keypad. As an option, please provide pricing to add a two-way audio/video speakerphone at the Wellness Center door and necessary communications equipment to take the signals to the Southeast Regional WTP Control Room. In addition to the Wellness Center door, two additional doors at the Administrative Services Building will need to have card access devices installed.

The County Services Building has twenty-four (24) entrances. Nine (9) entrances will need to have card access devices installed. Of these, two sets of doors (the main North entrance and the Building Department West entrance) must be set up as points of ingress and egress for the public during normal business hours (M-F 8AM-5PM). Thirteen entrances are to be equipped with alarmed crash bars for use as emergency exits and these alarms should also show up in the security system. This task may

include retrofitting existing door and latch hardware. The remaining two (2) doors, which access the BCC Chambers lobby, should have contact switches for monitoring on the system.

Libraries – Only the staff entrance at each library will be controlled by card access. The front doors will not be addressed as part of this project. Libraries have similar floor plans, with the exception of the Central and North Branches. The West Branch Library may need additional network equipment installed to make the system functional. This may involve installation of a Motorola Canopy transmitter between the West Branch Library and Lynwood Water Treatment Plant.

*As an option, please provide pricing to add three (3) additional card access devices at Facilities Maintenance.